



District Handbook

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WELCOME

As an employee of GOLDEN HILLS COMMUNITY SERVICES DISTRICT (hereinafter referred to as “the District”) we hope that you will find your employment to be both rewarding and challenging.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect our employees to contribute to the success of the District.

This District Handbook is intended to help you enjoy and understand your employment by setting forth the District’s employment policies and practices in a convenient and easily readable format. Please take the time to read it carefully and learn its contents. Your supervisor will be happy to answer any questions you may have.

This District Handbook contains the policies and practices in effect at the time of publication and applies to all employees. All previously issued inconsistent policy, benefit statement or memoranda are superseded.

STATEMENT OF PERSONNEL PHILOSOPHY

The District’s goal is to foster an amiable relationship with its employees because it feels that such relationships will assist in providing both a high level of productivity and personal development, which in turn, will benefit both the employees and the District. To this end, the District is committed to providing a positive work environment that contains the following elements:

1. Professional effort.
2. Essential training needed for employees to accomplish the assigned work effectively and efficiently.
3. An understanding of how each employee's work affects the work of other employees and the District as a whole.
4. Respect for each employee as an individual.
5. Fair treatment, including:
 - a. A competitive total compensation package, and
 - b. Equal opportunity for each employee; without bias or harassment.
6. Commitment to the District, including:
 - a. Demonstrating a professional effort, while
 - b. Displaying a courtesy & cooperative attitude.

INTEGRATION CLAUSE AND THE RIGHT TO REVISE

This District Handbook contains the employment policies and practices of the District in effect at the time of publication. All previously issued Employee Handbooks and any inconsistent policy statements, or memoranda are hereby superseded.

The District reserves the right to revise, modify, delete, or add to all policies, procedures, work rules or benefits stated in the District Handbook or in any other document at any time with or without notice. Any changes to this District Handbook will be distributed to all employees so that you will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this District Handbook.

If an employee has any difficulty reading or understanding any of the provisions of this manual, they shall contact their Supervisor. They will gladly make assistance available to any employee who is unable to understand the District's policies.

This District Handbook contains the entire agreement between you and the District as to the terms, conditions and duration of employment and the circumstances under which your employment may be terminated. Nothing in this District Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee if there is a failure to perform and/or conduct oneself in accordance with District policy. Moreover, no one in the District, other than the Board of Directors, has the authority or legal ability to modify the nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the employment relationship. (Some employees of the District are employed pursuant to a contract. In the event of a conflict between the terms of the contract and this handbook, the contract will prevail.)

Employees shall sign the Acknowledgment form at the back of this Handbook, tear it out, and return it to the General Manager. This will provide the District with a record that each employee has received this Handbook.

EMPLOYEE HANDBOOK DISCLAIMER

Section 7 of the National Labor Relations Act ("the act") guarantees employees the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, as well as the right to refrain from any or all such activities. Section 8(a)(1) of the act makes it an unfair labor practice for an employer to interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Section 7 of the act.

Nothing in this handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act. To the extent that you are an employee covered by the act, nothing in this handbook prevents you from:

- a) Organizing a union to negotiate with the District concerning your wages, hours, and other terms and conditions of employment.

- b) Forming, joining or assisting a union, such as by sharing employee contact information; talking about or soliciting for a union during nonwork time, such as before or after work or during break times; or distributing union literature during nonwork time, in nonwork areas.
- c) Discussing wages and other working conditions with co-workers or a union.
- d) Taking action with one or more co-workers to improve working conditions by, among other means, raising work-related complaints directly with the employer or with a government agency, or seeking help from a union; striking and picketing, depending on its purpose and means; and taking photographs or other recordings in the workplace, together with co-workers, to document or improve working conditions, except where an overriding employer interest is present.
- e) Wearing union hats, buttons, t-shirts and pins in the workplace.
- f) Choosing not to engage in any of these activities.

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

The District believes that all persons are entitled to equal employment opportunity and does not discriminate against its employees or applicants on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information, genetic information, family care status, military caregiver status, veteran status, marital status, domestic partner status, sexual orientation, reproductive health decision-making, off-duty cannabis use, or any other basis protected by local, State, or federal laws. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

The District prohibits sexual harassment and harassment of any individual on any of the other bases listed above. For information about the types of conduct that constitute impermissible harassment, the District's internal procedures for addressing complaints of harassment, and the legal remedies available through and complaint procedures of the appropriate State and Federal agencies and corrections on how to contact these agencies, please refer to the District's *Policy against Harassment* located in this Handbook.

This policy applies to all areas of employment including but not limited to recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of each employee to conscientiously follow this policy. If an employee has a suggestion, problem, or complaint about equal employment, he or she should contact the General Manager or the Board of Directors.

When necessary, the District also makes reasonable accommodations for disabled employees and for pregnant employees who request an accommodation, with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions.

IMMIGRATION LAW COMPLIANCE

The District is committed to full compliance with the federal immigration laws. This procedure has been established by law and requires that every individual provide satisfactory evidence of his/her identity and legal authority to work in the United States. Accordingly, all applicants who have been offered employment must comply with this procedure on their first day of work.

To comply with the stipulations of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990, it is the policy of the District to follow the below-listed requirements:

1. All employees will fill out their part of the Employment Eligibility Verification form (Form I-9) upon offer of employment.
2. The documents establishing an individual's identity and eligibility will be checked upon offer of employment, as well. If the individual does not have the appropriate documents available at this time, he or she must present the documents before beginning work. If the individual is unable to present the required document(s), he or she must present (before beginning work) a receipt showing that he or she has applied for the document(s). The individual then must present the actual document within 90 days of the date employment begins. Any employee who does not comply with this stipulation is subject to immediate termination.
3. The District will properly complete Form I-9 and retain the form for at least three years. If the person is employed for a period longer than this, the District will retain the form for one year after the person leaves employment.
4. The District will present the form for inspection to a United States Citizenship and Immigration Service (USCIS) or Department of Labor (DOL) officer, upon request.

The following documents have been designated for determining employment eligibility and establishing identity:

- a. United States Passport. An expired U.S. passport is acceptable if it reasonably appears to be genuine and relates to the person presenting it.
- b. Unexpired foreign passport which contains or is attached to an unexpired employment authorization.
- c. Alien Registration Receipt Card if it contains a photograph of the bearer.
- d. Unexpired Temporary Resident Card.
- e. Permanent Resident Card
- f. Unexpired Employment Authorization Card.
- g. Unexpired USCIS issued Employment Authorization Document, which contains a photograph.

If one of the above forms cannot be provided by the employee, one document establishing identity and one document establishing employment eligibility must be supplied. Lists of such documents are as follows:

Documents That Establish Identity

For individuals 18 years of age or older:

1. Driver's license or identification card issued by a state or outlying possession of the United States containing a photograph.
2. Identification card issued by a federal, State, or local government agency or entity.
3. School identification card with a photograph.
4. Voter registration card.
5. United States Military card or draft record.
6. Military dependent's identification card.
7. United States Coast Guard Merchant Mariner Card.
8. Native American tribal document.
9. Driver's license issued by a Canadian government authority.

For individuals under age 18 who are unable to produce one of the documents listed above:

1. School record or report card.
2. Clinic, doctor, or hospital record.
3. Daycare or nursery school record.

If a minor does not have any of the identity documents listed above, he or she does not have to produce an identity document if a parent or legal guardian completes the appropriate sections of Form I-9 for the minor. The minor will still be required to present one of the documents establishing employment eligibility listed below.

If a disabled person is hired by The District through a special placement program and cannot present any of the identity documents listed above, he or she is not required to produce an identity document if a representative of the nonprofit organization, a parent or a legal guardian completes the appropriate sections of the Form I-9. The disabled person will still be required to present one of the documents establishing employment eligibility listed below.

Documents establishing identity may be expired if they reasonably appear to be genuine and relate to the person presenting them.

Documents That Establish Employment Eligibility

1. United States social security card, other than one which has printed on its face "not valid for employment purposes." (Note: This must be a card issued by the Social Security Administration; a facsimile, such as a metal or plastic reproduction that can be purchased, is not acceptable.)
2. Certification of Birth Abroad issued by the Department of State.
3. An original or certified copy of a birth certificate issued by a State, county, or municipal authority or outlying possession of the United States bearing an official seal.
4. Native American tribal document.
5. United States Citizen Identification Card.

6. Identification Card for use by Resident Citizen in the United States.
7. Unexpired USCIS-issued employment authorization document (other than those listed under documents that establish both Identity and Employment Eligibility).
8. Employment authorization document issued by the Department of Homeland Security.

For more information regarding requirements and acceptable documents, the employee's immediate supervisor or the General Manager may be contacted. For additional general information regarding the Immigration Reform and Control Act of 1986 or the Immigration Act of 1990, the local USCIS office may be contacted.

POLICY AGAINST HARASSMENT

The District regards harassment to include intimidation or abuse of any kind based upon an individual's race, sex, color, disability, religion, age, national origin, physical or mental disability, medical condition, military or veteran status, gender identity or expression, genetic information, marital status or sexual orientation, and all protected classes under State, federal and local laws, including a person's reproductive health decision-making or off-duty cannabis use. The District seeks to provide a work environment free from all forms of harassment or intimidation, and therefore regards harassment as a very serious matter. This policy applies to all District employees, whether employed in District facilities or at a customer site. Employees are expected to conduct themselves at all times in a manner that avoids any form of harassment of another individual whether verbal, mental or physical. The District disapproves of and will not tolerate harassment of employees by managers, supervisors, or coworkers. Similarly, the District will not tolerate harassment by its employees of nonemployees with whom the District employees have a business, service, or professional relationship. The District will also attempt to protect employees from harassment by nonemployees in the workplace.

Harassment Defined

Any comment or conduct relating to an individual's race, sex, color, religion, age, disability, national origin, sexual orientation, and all protected classes under State and federal laws, which fails to respect the dignity and feelings of an individual is unacceptable. This includes comments, gestures, or other conduct of a sexual nature, when such behavior may offend or threaten an individual.

Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for continued employment or promotion decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Offensive conduct includes requests for sexual favors and can include sexual flirtations, sexual gestures, offensive conversation, unnecessary touching of an individual, degrading words used to describe an individual, explicit or offensive jokes, the display of derogatory or offensive

pictures, and the display or creation of offensive writings. Making repeated requests for dates when such requests have been clearly rejected may also be considered offensive conduct. There is no absolute definition of behavior which constitutes harassment in every case, and the description of some harassment is not intended to be an absolute definition of all conceivable forms of harassment. All employees are required to conduct themselves reasonably and in accordance with this policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Reporting and Investigating Harassing Conduct

If an employee feels they are a victim of harassment by any member of management, another employee, customer, client, or any other person in connection with their employment, they are to immediately report the matter to the General Manager or the Operations Superintendent. An employee is not required to complain to the General Manager if that person is the individual who was harassing the employee but may instead report the harassment to his or her immediate supervisor or any member of the District Board of Directors. Supervisors and managers who receive complaints or who observe harassing conduct must immediately inform the General Manager or other appropriate District official so that an investigation may be initiated.

All claims of harassment will be investigated thoroughly and promptly. All investigations will be conducted as confidentially as possible, consistent with a full, fair, and proper investigation. A written report shall be prepared, including details of the incident and shall be submitted within five days of the incident. Upon review of the claim and investigation by the appropriate District representative, a decision will be made regarding the harassment charge. If it is determined that an employee has violated the harassment policy, the offending party will be disciplined up to and including termination.

In addition to notifying the District about harassment or retaliation complaints, affected employees may also direct their complaint to the California Civil Rights Department and Equal Employment Opportunity Commission, which have the authority to conduct investigations of the facts. If an employee thinks he or she has been harassed or discriminated against or that you have been retaliated against for resisting, complaining, or participating in an investigation, he or she may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.cacivilrights.ca.gov and www.eeoc.gov.

If an employee reports a claim of harassment or is called upon to provide information during a harassment investigation, be assured that no job discrimination or retaliation will result from truthful participation in the process. The District will not tolerate retaliation against any employee for making a complaint of harassment or for cooperating in an investigation.

VIOLENCE PREVENTION POLICY

The District has a zero-tolerance policy for violence. If an employee displays any violence in the workplace or threatens violence in the workplace, the employee is subject to disciplinary action, up to and including immediate termination. Talk of violence or joking about violence will not be tolerated.

"Violence" is defined to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons, and threats or talk of violence.

Workplace Violence includes, but is not limited to, the following:

1. Threats of any kind.
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempt to instill fear in others.
3. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures.
4. Defacing District property or causing physical damage to the facilities; or
5. Except for security personnel, bringing weapons or firearms of any kind on District premises, on District parking lots, or while conducting District business.

The District is committed to providing a safe environment for employees, customers, and visitors. To provide a safe workplace, the District requires employees to note the following:

District fax machines, copiers, and mail systems, including e-mail, are for business purposes. Personal business should not be conducted through these business systems. Voice mail messages may be retrieved by the District and e-mail messages may be reviewed. Statements made while an employee is talking on the telephone may be heard by another person in the same area. Any such voice mail messages e-mail messages or overheard conversations that reference any violence or threats of violence are subject to this policy.

It is everyone's business to prevent violence in the workplace. Everyone can help by reporting what they see or hear in the workplace that could indicate that a coworker is in trouble. Often, employees are in a better position than management to know what is happening to those with whom they work.

If any employee observes or becomes aware of any of the above listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the General Manager immediately. Further, employees should notify management if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the

results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, to protect individual safety. The District will not tolerate retaliation against any employee who reports of workplace violence.

If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on the offending employees. The appropriate discipline will depend on the particular facts but may include written or verbal warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a nonemployee, the District will take appropriate corrective action to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

NEW HIRES

Selection of candidates for all positions will be done in conformity with all applicable equal opportunity laws, rules, and regulations. All offers of employment are contingent on verification of your right to work in the United States. On your first day of work, you will be asked to provide original documents verifying your right to work and to sign a verification form required by federal law. If you at any time cannot verify your right to work in the United States, the District may be obligated to terminate your employment.

New Employee Reporting

As required by state law, it is the policy of the District to report the name, address, and social security number of all new employees to the Employment Development Department within 20 days of starting work.

Post-Offer Physical Examinations

Prospective employees are required to submit to a post-offer/pre-employment physical examination after receiving an offer of employment and before beginning the first day of work. This examination is provided by the District at its sole expense. There is no cost to the prospective employee.

Every offer of employment is contingent upon an employee's successful completion of the appropriate physical examination. As part of this physical examination and the District's employment screening process, any applicant for safety sensitive positions to whom an offer of employment is made must pass a test for controlled substances under the procedures described in the District drug-free workplace policy described elsewhere in this handbook. The offer of employment is conditioned upon a negative test result. Applicants will be informed of the District's drug testing policy in the employment application.

All information obtained through a post-offer physical examination will be treated confidentially and in line with the California Confidentiality of Medical Information Act.

Introductory Period

The first ninety (90) days of continuous employment at the District is considered a trial period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether you are happy with your job. Also, during this time, your supervisor will closely monitor your performance. The District can extend the duration of the Introductory Period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate.

Upon completion of the Introductory Period, the District will make every effort to review your performance. If the District finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. At this time, you are encouraged to express any suggestions to improve the District's efficiency and operation.

After satisfactory completion of the Introductory Period, eligible employees will become able to participate in the District's group medical insurance plan and become eligible to receive other benefits as described in this Employee Handbook.

Employment of Relatives

Relatives of present employees may be hired by the District only if (1) the individuals concerned will not work in a direct supervisory relationship with one another, and (2) the employee will not, in the opinion of the General Manager, pose difficulties for supervision, security, safety or morale. "Relatives" are defined as spouses, domestic partners, children, sisters, brothers, mothers or fathers, and persons related by marriage. Present employees who marry or become domestic partners or who become related by marriage will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or who become related by marriage work in a direct supervisory relationship with one another, the District will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the District. The decision as to which employee leaves will be left solely to the employees. If no alternative position is available and neither employee voluntarily leaves the District, the employee with lesser seniority will be terminated.

EMPLOYMENT GROUPINGS

To determine eligibility for various benefits, the District has established the following employment groupings. Please note that throughout this District Handbook the classifications identified as "Exempt", "Non-Exempt Salaried" or "Non-Exempt Hourly" will refer to employees that are considered in either the status of "Introductory", "Regular", or "Temporary" and in the category of either "Full-time" or "Part-time". All employees will have a status, a classification, and a category.

Employee Status Definitions

Employee:

A person who receives wages or a salary from the District.

Introductory Employees:

Employees who are in the Introductory Period, are called “Introductory” employees.

Regular Full-Time Employees:

Employees who have completed their Introductory Period and are regularly scheduled to work forty (40) hours per week are called “regular full-time” employees. Unless the employee is specifically informed that the job is for a limited duration, the job is for an indefinite period.

Regular Part-Time Employees:

Employees who have completed their Introductory Period and are regularly scheduled to work twenty-nine (29) hours or less per week are called “regular part-time” employees. Unless the employee is specifically informed that the job is for a limited duration, the job is for an indefinite period.

Contract Employees:

Employees who perform services under contractual arrangements.

Temporary Employees:

Employees who have been hired for short-term assignments to fill a position that is not regular in nature. Short-term assignments are not to exceed nine (9) months; however, such assignments may be extended. Temporary employees are not eligible for the employee benefits described in this District Handbook, except where mandated by applicable law.

Exempt/Nonexempt Employees

Exempt employees are exempt from earning overtime compensation. Nonexempt employees are employees who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws. Overtime pay requirements are set forth in the section of this Handbook/Manual entitled "Hours of Work, Overtime, and Pay Day."

JOB DUTIES

During the 90-day introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of the District. Your cooperation and assistance in performing such additional work is expected.

The District reserves the right, at any time, with or without notice, to alter or change job responsibilities, re-assign, or transfer job positions, or assign additional job responsibilities. For a list of District positions and general job descriptions, please contact the General Manager.

HOURS OF WORK

Hours of Work

The District's normal working hours are from 7:00 a.m. to 5:30 p.m., Monday through Thursday excluding recognized Holidays as set forth in the section of this Handbook/Manual entitled "Holidays". There shall be a minimum of one Maintenance Operator I employee available during all hours outside of normal working hours. The District reserves the right to modify employees starting and quitting times, the number of hours worked, and to utilize on-call personnel where necessary.

Your supervisor will assign your individual work schedule. Because the District is a service organization it may be necessary to change the normal working hours for individuals or work areas from time to time. The authorized supervisor can adjust the normal working hours in the work areas to meet the unique demands to better service the District, subject to the General Manager's review and approval. The authorized supervisor will notify their staff of any requirement to work overtime or to work hours other than those normally scheduled.

If scheduled, on the first working day of each week (currently Monday), the office may close for up to one hour (beginning at 7:00 a.m.) to allow for a general staff and/or safety meeting.

Meal and Rest Periods

Fair Labor Standards Act (FLSA) does not require meal or rest periods. However, the District recognizes that breaks throughout the workday are beneficial for employees and the District. Rest and meal breaks must be approved and scheduled with their direct supervisor.

Rest Breaks

Non-exempt employees are permitted to take rest breaks of no more than 10 minutes no more than three in a workday, depending on the length of the shift. Rest breaks are paid.

Meal Period

Non-exempt employees are permitted a 30-minute duty-free meal period in the middle or close to the middle of their workday. Employees must record their meal period. The supervisor may adjust the number of breaks taken in a workday based on an employee's schedule.

During meal and rest breaks, employees are free to come and go as they please and free to leave the premises.

Due to the nature of the District's business, there may be emergency situations in which the nature of the employee's duties will not allow them to take a 30 minute off-duty meal break (such as working on a broken pipeline). Only in those circumstances will the employee be allowed to take less than a 30-minute break.

Additionally, in the event of an emergency or disaster, the District will provide meals or reimbursement for meals after 4 hours of continuous unscheduled work for personnel who are unable to leave the work site at the rate of the current meal reimbursement.

Emergency or disaster situations may require adjustments of break times.

Workweek and Workday

Unless otherwise provided, for purposes of calculating overtime, each workweek begins on Monday and each workday begins at midnight.

The District currently employs a 4/10 work schedule for most of its employees, allowing Monday through Thursday workweeks beginning at 7:00 a.m. and concluding at 5:30 p.m. Compensated time if arriving after 7:00 a.m. or departing prior to 5:30 p.m. will be recorded by the employee to the minute.

PAYMENT OF WAGES

Salaries are calculated based upon payment for a standard workday consisting of ten (10) hours per workday, and a standard workweek consisting of forty (40) hours per workweek. Alternate work schedules (9/80 flextime, 5/8 workweek, etc.) if negotiated and approved by the Board of Directors will require development of different formulas.

Regular Pay Days

The District operates on a biweekly pay cycle with paydays occurring every other Friday and including compensation for the hours worked for the biweekly pay periods established by the District. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

Payment On Resignation, Termination, or Completion of Assignment or Term

If an employee resigns, his or her paycheck will be available the final day of work provided the employee has given at least 72 hours prior notice. If the employee resigns without giving 72 hours' notice or failed to return to work, his or her paycheck will be made available at the District office within 72 hours after the date when the employee is considered to have terminated, unless the employee requests in writing that his or her final paycheck be mailed. If an employee is terminated involuntarily, his or her paycheck will be available at the time of discharge. If an employee is hired for a specific assignment or otherwise has a defined term of employment, his or her final paycheck will be available upon the completion of the assignment or employment term. The employee's final paycheck will include payment for all wages owed and for any accrued but unused vacation time, less authorized and required deductions.

In no case shall accrued but unused sick leave be included in an employee's final paycheck. See ***RETIREMENT*** for the treatment of unused sick leave.

Compensation Review

Subject to budgetary constraints and General Manager approval, the District awards salary increases based upon performance and merit, and cost of living adjustments.

Merit increases are awarded to correspond with the individual employee's annual performance evaluation, which occurs at or near the employee's anniversary hire date. Merit

increases are effective with the first day of the pay period in which the employee's anniversary date occurs. Merit increases are based on the Salary Schedule, which is reviewed and may be adjusted based upon request for the meet and confer process by either the District or the employees' recognized representative.

Cost of living adjustments are considered through the annual budget development process and are subject to Board approval and the meet and confer process.

Policy Regarding Exempt Employees

Employees who are characterized by the District as exempt from the overtime provisions of state and federal law are paid a salary that is intended to fully compensate them for all hours worked each week, however many those hours are. The salary consists of a predetermined amount constituting the exempt employee's compensation. That amount is not subject to a reduction because of variations in the quality or quantity of the employee's work. As a rule, an exempt employee's salary is not subject to deductions. Exceptions to the general rule will apply only when they are expressly authorized under applicable State and federal laws. This may occur, for example, when an employee has exhausted all accrued vacation benefits and misses additional full days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable State laws.

Any employee who believes that an improper deduction or a violation of the laws regulating salaries has occurred is encouraged to advise the human resources department as soon as possible. The matter will be promptly investigated and, if the mistake occurred, corrected. Employees may file complaints without fear of any retaliation.

OVERTIME

As necessary, employees may be required to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in each workday or workweek will be counted. All overtime work must be previously authorized by a supervisor. The District provides compensation for all overtime hours worked by nonexempt employees in accordance with the Fair Labor Standards Act (FLSA) as follows:

For all hours worked exceeding a normal forty(40) hour workweek, the employee may select to receive payment of overtime, or with the General Manager's consent, receive "comp time" at the rate of one and one-half (1½) times the actual hours worked overtime. If no selection is made by the employee, excess hours will be treated as overtime and paid accordingly.

4/10 Overtime Pay

All nonexempt employees who work more than forty (40) hours in a single workweek, will receive overtime pay computed as follows:

Overtime at the rate of 1 1/2 times the employee's regular rate of pay for all hours worked more than forty (40) in a single workweek.

Only those hours that are worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in making overtime calculations. No nonexempt employee may work overtime without the express prior approval of his or her supervisor.

“Comp Time” Policy

At a nonexempt employee’s option, Compensatory time off, or “Comp time” hours can be earned up to a total of forty (40) hours by any employee eligible to receive overtime pay. When the maximum number of “comp time” hours has been reached, the hours worked more than the normal workday or week as defined in the Overtime Pay Work Schedule assigned to the employee shall be paid as overtime wages. No further comp time shall be accrued until comp time balance is reduced below the maximum of 40 hours.

To receive comp time in lieu of overtime pay, the employee must make such election in writing prior to completion of the work.

The use of “comp time” must be approved in advance by the General Manager or the employee’s supervisor. The approval will depend in part on the work requirements of the District and the vacation schedules of other employees.

If your employment with the District ends, any accrued comp time shall be paid pursuant to your then current rate of pay.

Comp Time shall be accrued at the rates discussed below.

4/10 Schedule “Comp Time” Compensation

All nonexempt employees, eligible to receive overtime pay and working an alternate 4/10 work schedule, may elect to receive “comp time” in lieu of overtime pay based upon the compensation guidelines outlined in the 4/10 Overtime Pay Schedule and subject to the maximum hours allowed as described.

Standby Duty

Standby duty is defined as that circumstance which requires an employee so assigned by the General Manager to be:

1. Readily available at all hours outside of normal working hours Monday thru Thursday 7:00 am – 530 pm by telephone, or other agreed upon communication equipment.
2. Ready to immediately answer the call by telephone or return a follow up call within ten minutes, respond to customer inquiries and arrive at the location, if required, within thirty (30) minutes. A call for immediate service outside of regular office hours for a water emergency will not be charged to the customer. All other non-emergency customer requests requiring service are subject to the then current fee as described in section “Non-Emergency After Hours Meter Off/On” of the most recently adopted “Resolution Establishing and/or Consolidating the District’s Charges and Fees for Certain Water Services”.

Employees who are on standby shall abstain from consuming alcohol/marijuana or a controlled substance.

Standby assignments will be made on a rotational basis scheduled annually by the Operations Superintendent or General Manager (Standby shifts begin at 5:30 p.m. Monday and end the following Monday at 7:00 a.m. unless a deviation has been previously approved by the Operations Superintendent or General Manager. If a holiday falls on a Monday, the employee who is on standby the previous week will be on standby for that holiday until 7:00 a.m. the next day. The employee will receive appropriate holiday compensation.

Compensation for standby duty shall be the current applicable California minimum wage. When the employee is required to respond to a location and/or performs normal work duties associated with maintaining the water distribution system, compensation will shift to the employee's current regular rate of pay initiated by and ending with travel time to and from the event reported or normal work duties performed to the minute. Hours worked in excess of forty (40) hours (up to 128 weekly overtime hours) will be compensated utilizing the weighted average method.

Unscheduled Workday

When an employee (regardless of whether the employee is on standby duty) is required to report to work on a day that is not an employee's regularly scheduled workday, including a Holiday, the employee will be paid as follows:

1. For all hours worked exceeding a normal forty-hour (40) workweek, the employee may select to receive payment of overtime, or with the General Manager's consent, receive "comp time" at the rate of one and one-half (1½) times the actual hours worked overtime. If no selection is made by the employee, excess hours will be treated as overtime and paid accordingly.

Office Closure

When District management authorizes the closure of the office for reasons due to weather or other reasons beyond the employees' control, employees shall be paid as follows:

1. Employees who were otherwise scheduled to be off (vacation, comp-time) prior to the authorized office closure shall be paid by using their accrued vacation or comp-time balances.
2. Employees who called in sick prior to the authorized office closure shall be paid by using their accrued sick leave balances.
3. Employees who were unable to report to the office for a period prior to the authorized office closure, but who arrive to work before the office closure shall be paid by reducing their vacation or comp-time balances for the hours between the time the employee could not report to work timely and the time the office was closed. The employee will then be paid for the remaining normal work hours after the office is closed as regular hours. In no

case shall the total number of hours combined (the employee's vacation or comp-time hours used and the regular hours) exceed the 10-hour workday.

HOLIDAYS

The District provides paid holiday benefits for the following holidays:

New Year's Day	January 1
M. Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Only full-time Exempt salaried and Non-Exempt hourly employees are eligible for holiday pay. Non-Exempt Part-time, Temporary and Contractual employees paid on an hourly basis are not eligible for holiday pay. Eligible full-time employees shall receive pay for the hours they normally work on the day the holiday is observed, at their normal hourly rate for the holidays noted above. **An employee must work, or use approved compensated leave, on the last scheduled workday before and the next scheduled workday after the holiday to receive holiday benefits.**

Employees on approved paid leave of absence will be eligible for holiday benefits for holidays that are observed during the period they are on approved paid leave of absence. **Employees do not receive credit toward overtime for paid hours that are not actually worked.**

When a holiday falls on a Saturday, it is observed on the preceding Friday. Because the District's regular work schedule is 10 hours per day, Monday through Thursday, and Friday is a regularly scheduled day off, when a holiday falls on a Saturday it will be observed on the preceding Thursday. When a holiday falls on a Sunday, it is observed on the following Monday.

When a holiday falls on a Sunday and is observed on the following Monday, AND the following Monday is also a holiday (in the case of Christmas Eve and Christmas, and New Year's Eve and New Year's Day), the Sunday holiday that is observed on Monday shall instead be observed on the Tuesday following the Monday holiday. For example, Christmas Eve is on a Sunday. Normally, it would be observed on the following Monday; except that Monday is Christmas Day and is also a holiday. In this case, Christmas Eve would be observed on Monday (Christmas Day), and Christmas Day would be observed on Tuesday. The intent is to ensure that employees are allowed to observe *two* paid holidays in those years when either Christmas Eve or New Year's Eve falls on a Sunday.

VACATIONS

Vacation benefits are provided to full-time Exempt and Non-Exempt regular employees. Part-time, Temporary and Contractual employees are not eligible for paid vacation benefits. Vacation time is to be used as paid time off for rest and recreation. Eligible employees begin to earn vacation benefits, as follows:

Eligible Full-Time Employee Vacation Schedule

YEARS OF EMPLOYMENT COMPLETED	MONTHLY ACCRUAL RATE	MAXIMUM ACCRUAL
1	40 hours/year	60 hours
2-4	80 hours/year	120 hours
5-9	120 hours/year	180 hours
10+	160 hours/year	240 hours

Employees are strongly encouraged to take all their credited vacation during each year. However, if all the accrued vacation is not taken in the year in which it is earned, such vacation may be carried over to the next year, subject to the limitation described below.

Employees may accrue up to a maximum of one and one half (1½) times that of the amount they would normally be credited in any given year. Once the employee has banked the maximum amount of vacation time allowed pursuant to his/her years of employment, no further vacation will be credited until some vacation is used. When the banked vacation drops below one and one half (1½) times that of the amount they would normally accrue during a year, vacation will once again be credited at the applicable rate until the 1½ times cap is reached.

Requests for tentative vacation time shall be submitted on the form approved by the District within a reasonable amount of time prior to the date(s) requested. You should understand that due to the operational needs of the District, in some cases it may not be possible to grant vacations for a particular time and that previously scheduled vacations may have to be deferred. The District will work with you to make every effort to allow you to take your vacations when you desire and to avoid deferring a previously scheduled vacation. However, all vacation requests and changes to such requests will be at the discretion of the General Manager.

If your employment with the District ends, any accrued vacation time shall be paid at the employee's current rate of pay. No vacation benefits will accrue while an employee is on an unpaid leave of absence.

The District believes that time away from the workplace is valuable to employees to enhance their productivity and to make their work experience satisfying. Accordingly, pay in lieu of vacation time away from work shall not be permitted except in situations of hardship. Such requests shall be submitted in writing to the General Manager for approval.

The District retains the right to schedule vacations when necessary and may cancel previously scheduled vacations in the event of emergencies or unforeseen events that require immediate action.

OPEN DOOR POLICY

District management wants to know when employees think they are not being treated fairly or a policy is not being administered properly or consistently. The best way to clear up any misunderstanding is to talk it over with the people who have the authority to do something about the problem. That is why the District has an "open door policy." Employees can speak to any member of management they think is best equipped to help with the particular concern. Whenever possible, employees should go to their direct Supervisor first.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment, and will not be enforced to interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

GRIEVANCE PROCEDURE

This grievance procedure gives regular District employees (full-time and part-time) a just and equitable method to grieve all decisions or actions taken or made by the Board of Directors, appointed Managers the Office Administrator(s) Superintendent(s) or any other employee whereby any problem may be resolved. Any employee may be represented at any level of this grievance procedure by a representative of their choice.

To reach an informal resolution of problems in the workplace, a written grievance (signed and dated) must first be submitted to the employee's immediate supervisor for discussion within fifteen days (15) working days of the occurrence of the event giving rise to the grievance, unless there are extenuating circumstances. The supervisor will submit a written reply to the grievance within fifteen days (15) working days of the date he or she received the grievance unless there are extenuating circumstances. If the grievance is not resolved to the satisfaction of the employee, then the employee shall have the right to use the formal grievance procedure set forth below to resolve the problem.

1. The matter will be presented to the General Manager. The General Manager will review the grievance and the decision of the supervisor. The General Manager will then endeavor to discuss the grievance with all the parties involved, including any witnesses to the incident or event. The General Manager will render his decision in writing within five (5) working days to the employee and/or the employee's representative. In the event the grievance involves the General Manager, the grievance shall go directly to the Personnel Committee of the Board of Directors.
2. The employee or the employee's representative may appeal the decision of the General Manager by presenting the grievance to the Personnel Committee of the District Board of

Directors. A written request for the review of the grievance shall be presented to the Personnel Committee within five (5) working days of the decision of the General Manager. No member of the Personnel Committee shall be personally involved in the grievance. If in the event a member of the committee is involved in the grievance, the Board shall appoint an alternate member to serve on the Personnel Committee.

3. If the grievance is against a Director of the Board, the Director will be asked to disqualify himself/herself from any decision concerning the grievance. The remaining Directors will hear from both the offender and the employee/and/or representative.

The appeal shall state the date and nature of the grievance and shall state all specific facts or omissions upon which the appeal was based. The employee filing the grievance has the right to request an open hearing or a closed session with the Board. The Board will issue its decision in writing within five (5) working days of the hearing or closed session with the employee. The decision of the Personnel Committee shall be final.

The parties may extend any or all the above-referenced time limits by mutual agreement. The Board of Directors and General Manager shall receive copies of all grievances and grievance decisions between the District and its employees. Employees filing grievances are protected from all retribution from the District, its Board members, and its employees.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment, and will not be enforced to interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

TERMINATION, DISCIPLINE & RULES OF CONDUCT

TERMINATION

Voluntary Termination

The District will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following:

1. Elects to resign from the District either verbally or in writing.
2. Fails to return from an approved leave of absence on the date specified by the District; or
3. Fails to report to work for 24 hours (e.g., 7:30 a.m. on one day to 7:30 a.m. the following day) without notice to and permission from their supervisor.

Involuntary Termination

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the District's rules of conduct as set forth below.

Termination Due to Reorganizations, Economics, or Lack of Work

Under some circumstances, the District may need to restructure or reduce its workforce because of reorganizations, job eliminations, economic downturns in business, or lack of work. Should the District consider such terminations necessary, the District will attempt to provide all affected employees with advance notice when practical. In determining which employees will be subject to a reduction in force, the District will consider, among other things, operational requirements, the skill, productivity, ability, and past performance of those involved and also, where feasible, the employee's length of service. However, the District reserves the right to determine, consistent with the grievance procedure, when and which employees will be terminated consistent with the District's standards of conduct and performance requirements.

DISCIPLINE AND RULES OF CONDUCT

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet the District's standards, the District will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make a correction, he or she will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the District's operations are also prohibited. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the District, other employees, or clients may also result in disciplinary action.

The following conduct is prohibited and will not be tolerated by the District:

1. Behaviors or actions, while performing duties for the District, which would adversely affect public opinion of the District.
2. Failure to immediately report the loss of a California Driver's License due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California DMV. This rule applies to those employees who must maintain such a license as a condition of employment.
3. Falsification of employment records, employment information or other District records.
4. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time record, either your own or another employee's, including failure to properly record all absences and tardiness on an employee's timesheet.
5. Misuse of District funds.
6. Conducting non-business activities during business hours.

7. Theft, and/or deliberate or careless damage of any District property or the property of any client, customer, or employee.
8. Deliberate destruction of any the District property or the property of any client, customer, employee, visitor, vendor, or the public.
9. Removing or borrowing District property without prior authorization.
10. Unauthorized use of District equipment, time, materials, or facilities.
11. Release of confidential information about the District or its clients.
12. Smoking in restricted areas or District buildings.
13. Provoking a fight or fighting with a District employee, client, visitor, or vendor during working hours on District property.
14. Noncompliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
15. Failure to report involvement in an accident occurring on District property or involving District equipment or vehicles or giving false information concerning an accident or on an insurance report.
16. Participating in horseplay or practical jokes on District time or on the District's premises.
17. Unauthorized opening or tampering with locks in desks, doors, cabinets, safes, etc., or unauthorized duplication or distribution of District keys.
18. Possessing unlawful and or/illegal firearms, weapons, or chemicals on the District's property at any time.
19. Engaging in criminal conduct whether, related to job performance.
20. Causing, creating, or participating in a disruption of any kind during working hours or on District property.
21. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another employee, a supervisor, member of management, a client, or the public.
22. Using profane or abusive language at any time on District premises or with an employee or client.

23. Failure to notify a supervisor when unable to report to work.
24. Unreported absence of 24 hours.
25. Failure to obtain permission to leave work for any reason during normal working hours.
26. Failure to observe working schedules, including rest and lunch periods.
27. Abuse of paid sick leave.
28. Failure to provide a physician's certificate when requested or required to do so.
29. Malingering on the job.
30. Making or accepting personal telephone calls of an excessive length during working hours, except in cases of emergency or extreme circumstances.
31. Working overtime without authorization or refusing to work assigned overtime.
32. Wearing extreme, unprofessional, or inappropriate styles of dress, hair, grooming or makeup while working.
33. Violation of any safety, health, security or the District policy, rule, or procedure.
34. Reporting to work under the influence of drugs and/or alcohol/marijuana.
35. Harassment.
36. Pleading guilty to or being found guilty of any crime other than a minor traffic violation.
37. Disclosing any information about clients except while performing your work assignment.
38. Violation of any District policy, rule, or procedure.

DISCIPLINE PROCEDURE

Except as set forth below, discharge or demotion, may be preceded by an oral warning or a written warning. The District reserves the right to proceed directly to demotion or termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the District deems such action appropriate.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment, and will not be enforced to interfere with, restrain

or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

OFF-DUTY CONDUCT

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the integrity, reputation, or credibility of themselves or of the District. Illegal or immoral off-duty conduct on the part of an employee that adversely affects the District's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the District, employees are expected to devote their energies to their jobs with the District. For this reason, second jobs are strongly discouraged. The following types of outside employment are strictly prohibited:

1. Employment that conflicts with an employee's work schedule, duties and responsibilities.
2. Employment that creates a conflict of interest or is incompatible with the employee's employment with the District.
3. Employment that requires the employee to conduct work related activities on the District's property during the District's working hours or using the District's facilities and/or equipment.
4. Employment that directly or indirectly competes with the business or the interests of the District.

Employees who wish to engage in outside employment that may create a real or apparent conflict of interest must submit a written request to the District explaining the details of the outside employment. In no case does the District assume responsibility for outside employment. The District does not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment may be revoked at any time.

Employees must inform their supervisor and the General Manager, in writing, of any outside employment.

DRUG AND ALCOHOL/MARIJUANA ABUSE

DRUG-FREE WORKPLACE

I. Purpose of Guideline

It is the intent of the District to maintain a workplace that is free of drugs and alcohol/marijuana and to discourage drug and alcohol/marijuana abuse by its employees. Employees who are under the influence of a drug or alcohol/marijuana on the job compromise the District's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause several other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established this Guideline concerning the use of alcohol/marijuana and drugs. As a condition of continued employment with the District, each employee must abide by this Guideline.

II. Definitions

For purposes of this Guideline:

- (1) "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- (2) "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- (3) "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- (4) "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.
- (5) "Possession" means that an employee has the substance on his or her person or otherwise under his or her control.

III. Prohibited Conduct

A. Scope

The prohibitions of this section apply whenever the interests of the District may be adversely affected, including any time an employee is:

- (1) On District premises.
- (2) Conducting or performing District business, regardless of location.
- (3) Operating or responsible for the operation, custody, or care of District equipment or other property; or

(4) Responsible for the safety of others in connection with, or while performing, District-related business.

B. Alcohol/marijuana

The following acts are prohibited and will subject an employee to discharge:

- (1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol/marijuana; or
- (2) Being under the influence of alcohol/marijuana.

C. Illegal Drugs

The following acts are prohibited and will subject an employee to discharge:

- (1) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- (2) Being under the influence of any illegal drug or other controlled substance.

D. Legal Drugs

The following acts are prohibited and will subject an employee to discharge:

- (1) The abuse of any legal drug.
- (2) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- (3) Working while *impaired* using a legal drug whenever such impairment might:
 - (a) Endanger the safety of the employee or some other person.
 - (b) Pose a risk of significant damage to District property or equipment; or
 - (c) Substantially interfere with the employee's job' performance or the efficient operation of the District's business or equipment.

Notwithstanding any of the above, all employees shall present to work ready to work and in no way impaired by the use of alcohol, marijuana, controlled substances, prescription drugs, over-the-counter drugs, and illegal drugs.

IV. Disciplinary Action

A. Discharge for Violation of Guideline

A first violation of this Guideline will result in immediate discharge whenever the prohibited conduct:

- (1) Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person.
- (2) Resulted in significant damage to District property or equipment, or, in the sole opinion of management, posed a risk of significant damage.
- (3) Involved the sale or manufacture of illegal drugs or other controlled substances.
- (4) Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances [or alcohol/marijuana] [in a quantity greater than for personal use].
- (5) Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or
- (6) Involved the failure of an employee to report a criminal conviction, as required by Sections IV C and V C, below.

B. Discretion Not to Discharge

In circumstances other than those described in Paragraph A, above, the District, in the discretion of management, may choose not to discharge an employee for a first violation of this Guideline if

the employee satisfactorily participates in and completes an approved drug or alcohol/marijuana abuse 'assistance' or rehabilitation program when recommended by the District.

C. Effect of Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any District-related activity or event will be deemed to have violated this Guideline.

D. Written Warning

An employee who is not discharged for a first violation of this Guideline will receive a final written warning and immediate suspension without pay for a period of 5 calendar days.

E. Effect of Second Violation

A second violation of this Guideline at any time will result in immediate discharge.

F. Effect of Discharge on Eligibility for Rehire

Employees who are discharged for a violation of this Guideline will not be eligible for rehire by the District.

V. Drug-Free Awareness

A. Employee Awareness

The District actively promotes a Drug-Free work environment and provides training that is designed to inform employees about the dangers of drug abuse, increase familiarity with District drug policies, and ensure that employees are familiar with the disciplinary actions that can result. From time to time, employees may be requested to attend one or more training sessions that address Drug-Free Awareness. During each such session, employees will be given current information about available programs offering counseling and rehabilitation.

B. Management Awareness

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this Guideline. When management has reasonable suspicion to believe that an employee or employees are working in violation of this Guideline, prompt action will be taken. If the employee occupies a designated safety-sensitive position, such action may include drug testing in accordance with the procedures outlined in this policy.

C. Criminal Convictions

Employees must notify the District of any conviction under a criminal drug statute for a violation occurring in the workplace or during any District-related activity or event. Employees must notify the District within five days after any such conviction. When required by federal law, the District will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

VI. Use of Legal Drugs

The District recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired using legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to District property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs that he or she may not report to work, to accommodate the absence, the employee may use accrued sick leave, personal leave, or vacation time. The employee may

also contact Management to determine whether he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued sick leave, personal leave, or vacation time to accommodate absences due to the *abuse* of legal drugs. Further, nothing in this Guideline is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals. The District will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

VII. Unregulated or Authorized Conduct

A. Customary Use of Over-the-Counter Drugs

Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired using such drugs in violation of this Guideline.

B. Off-the-Job Conduct

Unless an employee is in a designated safety-sensitive position, this Guideline is not intended to regulate off-the-job conduct so long as the employee's off-the-job use of alcohol/marijuana or drugs does not result in the employee being under the influence of or impaired using of alcohol/marijuana or drugs in violation of this Guideline. If an employee is in a designated safety-sensitive position, he or she will be subject to drug testing as described in Section X of this Guideline.

C. Authorized Use of Alcohol/marijuana

The District may provide alcohol/marijuana for consumption at certain events, such as social functions. The consumption of alcohol/marijuana at these events does not violate this Guideline. Employees are responsible for their conduct and actions at all District-sponsored events to include ensuring they remain in compliance with this and other District-related policies.

VIII. Confidentiality

Disclosures made by employees to General Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the General Manager concerning their participation in any drug or alcohol/marijuana rehabilitation program will be treated confidentially.

IX. Counseling/Employee Assistance

Employees who suspect they may have alcohol/marijuana or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol/marijuana or drug rehabilitation program are encouraged to contact the General Manager, who will determine whether the District can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this Guideline, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

X. Drug Testing

A. Testing of Applicants for Designated Safety-Sensitive Positions

As part of the District's employment screening process, any applicant for designated safety sensitive positions, to whom employment is offered, must pass a test for controlled substances under the procedures described below. The offer of employment is conditioned on a negative test result. Applicants will be informed of the District's drug testing policy in the employment application.

B. Reasonable Suspicion Testing

If an employee occupies a designated safety-sensitive position and his or her supervisor or manager has a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, he or she will be asked to take a drug test in accordance with the procedures outlined below. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

C. Post-Accident Testing

If an employee occupies a safety sensitive position and is involved in an on-the-job accident involving injury to any person, or property damage totaling \$1500.00 or more, the District will require that employee to take a drug test in accordance with the procedures outlined below.

D. Procedures for Drug Testing

The District will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. The District will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test.

The clinic or laboratory will inform the District as to whether the applicant passed or failed the drug test. If an employee fails the test, he or she will be in violation of this Guideline and will be subject to discipline accordingly.

E. Acknowledgment and Consent

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of samples for the purpose of determining the presence of alcohol/marijuana or drugs, and (2) the release to the District of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

F. Confidentiality

All drug testing-records will be treated as confidential.

PUNCTUALITY AND ATTENDANCE

As an employee of the District, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your workload must be performed by others, just as you must assume the workload of others who are absent.

You are expected to report to work as scheduled, on time and prepared to start work. You also are expected to remain at work for the entire work schedule, except for meal periods or when

required to leave on authorized District business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. All employees shall accurately record and follow the timekeeping procedures set forth by the District, which includes properly recording all absences and tardiness. Failure to follow this policy may result in disciplinary action, up to and including termination.

If you are unable to report for work on any day, you must call your supervisor before the time you are scheduled to begin working for that day, or as soon as practicable. If you cannot reach your supervisor, then report your absence to the General Manager. In all cases of absence or tardiness, you must provide your supervisor with an honest reason or explanation. You also must inform your supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Leaving a voicemail, text message or e-mail does not satisfy your notification requirement; you (or, if you are incapacitated, your next of kin) must speak directly with your supervisor, the General Manager, or their designee.

Excessive absenteeism (excused or not) may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances. If you fail to report for work without any notification to your supervisor, or the General Manager, and your absence continues for a period of 24 hours, the District will consider that you have abandoned your employment and have voluntarily terminated your employment.

This policy does not apply to tardiness or absences that are protected by law.

UNIFORMS, SAFETY EQUIPMENT AND WEATHER APPAREL

Up to five uniforms (pants and shirts) per week are provided at the District's expense to all field personnel depending on the individual employee's work schedule. Alternate uniform arrangements and numbers may be considered on a case-by-case basis subject to medical need, budgetary constraints, and General Manager approval. Employees shall be responsible for and required to wear their uniform while on duty.

Laundering will be the responsibility of the District; however, employees may elect to launder their own uniforms at no cost to the District. The employee is responsible for turning in soiled uniforms so they may be laundered. The District will provide only the number of uniforms per employee necessary to ensure that the employee has a clean uniform available for each regular working day.

As the need arises, the District will provide cold weather apparel winter jacket, insulated overalls, gloves, wet weather protection gear, rain suits, gloves, and rubber boots, for each field employee.

All required safety equipment will be paid for by the District. Safety glasses and eye protection equipment will also be provided by the District.

The District requires *all* field employees to wear safety boots (composite toe only, no steel toe). The District shall provide a safety boot allowance of not more than \$250.00 per fiscal year. Employees must obtain prior authorization from the General Manager before purchasing safety boots and must submit the receipt to the District to verify the cost and substantiate the reimbursement to the employee.

The District *may* provide employees with logo shirts and hats, subject to budgetary constraints with General Manager approval. Non-field personnel are not required to wear District logo apparel.

In the event of termination, the employee is responsible for the return of all uniforms, cold weather, and wet weather apparel. Failure to do so will result in the cost of replacing said uniforms and apparel being deducted from the employee's last paycheck.

TECHNOLOGY USE POLICY

The District provides various Technology Resources to authorized employees to assist them in performing their job duties. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Nothing in the District's technology use policy and its subsections are not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment ; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Technology Resources Definition

Technology Resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; laptop computers; computer hardware; equipment such as printers, modems, fax machines, and copiers, computer software applications and associated files and data, including software that grant access to external services, such as the Internet; electronic mail; telephones; cellular telephones; personal organizers and other hand-held devices; pagers; and voice mail systems.

Authorization

Access to the District's Technology Resources is within the sole discretion of the General Manager and the Board of Directors. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources will be given access to the necessary technology.

Use

The District's Technology Resources are to be used by employees only for the purpose of conducting District business.

Improper Use

The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's Policy Against Harassment, the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth, race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, marital status, reproductive health decision-making, off-duty cannabis use, or any other status protected by state, federal, and local laws. Under no circumstances may employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way. Employees must not use the District's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference. Employees may not use the District's Technology Resources for any illegal purpose, violation of any District policy, in a manner contrary to the best interest of the District, in any way that discloses confidential or proprietary information of the District or third parties, or for the personal or pecuniary gain.

District Access to Technology Resources

All messages sent and received, including personal messages, and all data and information stored on the District's electronic mail system, voice mail system, cellular telephones or computer systems are property of the District, regardless of the content. As such, the District reserves the right to access all its technology resources including its computers, voice mail, cellular telephones and electronic mail systems, at any time, in its sole discretion.

1. *No Reasonable Expectation of Privacy*

On occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, text messages and all voice messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its technology resources at any time for any reason. The District may also monitor its technology resources at any time to determine compliance with its policies, for purpose of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

2. *Passwords*

Certain information can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain a password for accessing technology resources, employees must not expect that any information maintained on Technology Resources, including electronic mail, text messages and all voice messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

3. *Data Collection*

The best way to guarantee the privacy of personal information is not to store or transmit on the District's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by the District. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

- i. Telephone Use and Voice Mail: records are kept of all calls made and text messages sent from and to a given telephone or extension. Although voice mail is password protected, an authorized administrator can reset the password and listen to voice mail messages.
- ii. Electronic Mail: electronic mail is backed up and archived. Although electronic is password protected, an authorized representative of the District can reset the password and read electronic mail.
- iii. Desktop Facsimile Use: copies of all facsimile transmissions sent and received are maintained in the facsimile server.
- iv. Document Use: each document stored on the District computers has a history, which shows which user had accessed the document for any purpose.
- v. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

4. *Deleted Information*

Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology resources may be electronically recalled or re-created regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, the files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

The Internet and Online Services

The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain

inappropriate content such as gross, indecent, or sexually oriented materials, gambling, and information related to illegal drugs.

1. *Monitoring*

The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether.

2. *Software Use*

All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District computers, by any means of transmission, unless authorized in writing in advance by the District General Manager. Authorization for loading software onto the District's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

3. *Confidential Information*

The District is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the District and third parties ("Confidential Information") Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Employees should avoid sending Confidential Information over the Internet, except when necessary. Employees should also verify electronic-mail address before transmitting any messages.

Employees are reminded that communications sent by email may be subject to disclosure under the Public Records Act or during litigation.

BLOGGING AND SOCIAL MEDIA

Nothing in the District's blogging and social media policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment ; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

The District encourages employees to post freely and exchange opinions and ideas on interactive websites in a way that is constructive and follows all District policies and codes of conduct. Accordingly, the following policies are intended to set forth the terms of the District's policy on employee use of blogs and other interactive websites. This policy covers employees creating, posting, commenting, or uploading to any Internet website, including media sites, chat rooms, bulletin boards, newsgroups, discussion groups, personal websites, video sharing sites, picture sharing sites, dating sites, and social networking sites such as LinkedIn, Facebook, Instagram, X, etc., whether such sites are set to private. The failure to follow this policy may lead to disciplinary measures, up to and including immediate termination of employment.

Employees are free to create or participate in social media sites and other forms of online publishing and discussion, provided that such participation does not violate any District policies, is not detrimental to District business interests and does not interfere with the employee's regular work duties. The District policies regarding District access to Technological Resources and monitoring of online services, as described in the District Technology Use policy in this Handbook, apply with equal force to employee access and use of these sites. Employees may not engage in blogging during work time. If an employee's job is being adversely affected by time spent blogging or in other similar computer use, the employee may be subject to discipline, including immediate termination.

Employees blog/post at their own risk and are personally and legally responsible for their postings and online comments. The District will not assume any liability or risk for an employee's blogging or posting online. The following are illustrative of the types of relevant laws implicated by blogging, but are not intended to be comprehensive: privacy, libel, defamation, harassment, copyright, data theft, disclosure of material nonpublic information, and disclosure of confidential or trade secret information.

When posting in a blog or online forum, if the blog or site in any way identifies the District or discusses the District or its business, the employee must identify himself or herself as a District employee, speak in the first person, and make it clear that what is being said is representative of the employee's personal views and opinions and does not necessarily reflect the views and opinions of the District. In no way may employees represent or suggest that their opinions or positions are endorsed by the District or any of its directors, managers, or employees. In addition, employees should not republish postings or statements of other District employees without making the same disclaimer that the views expressed are of an employee of the District and do not reflect the positions, strategies, or opinions of the District.

Managers and executives should exercise particular care when posting online to ensure their published personal thoughts are not misunderstood to be expressions of official District positions. Managers should also assume that employees will be read their postings, and fully understand that blogs or Internet sites are not appropriate forums for communicating District policy or other communications to District employees.

Employees must always follow the District's policies regarding nondisclosure of proprietary, confidential, and personal information. Accordingly, employees are prohibited from revealing, or making any reference to, any proprietary or confidential information, trade secrets,

or other information covered by such policy. Even vague or disguised references to such information could violate the District policies and applicable laws. Employees also must respect copyright and fair use laws when posting. Additionally, never identify a District client, partner, vendor, supplier, customer, or affiliate by name, and never discuss or reveal the confidential information of a District client, partner, vendor, supplier, customer, or affiliate online or in any other forum.

Employees are prohibited from using District logos, trademarks or other intellectual property or adding a link to the District website without the District's written permission. The District monitors the use of its name, copyrights, trademarks, website, and other information on the Internet. Employees likewise may not post any content that is harassing, discriminatory, defamatory, threatening, disparaging, libelous or otherwise illegal or injurious.

Failure to adhere to District policies regarding blogging and online postings will be considered grounds for discipline, including immediate termination. Such violations can also lead to serious legal ramifications for offending individuals, as they can be held personally liable for any post which is defamatory, proprietary, discriminatory, harassing, obscene or which violates any other law.

Any inappropriate bloggings and/or postings that violate these guidelines should be reported to District management immediately.

MOBILE DEVICES

The use of District issued mobile devices, or personally purchased mobile devices used for work related purposes, must be made in accordance with District policy. As such, the District may, from time to time, either supply mobile phones to employees requiring such or may require such employees to purchase phones and maintain service for District purposes. A monthly stipend established by the District from time to time will be supplied to employees required to purchase their own phones and a separate policy governing such occurrences will be maintained at the District Office for review.

The District prohibits the use of all hand-held mobile devices including telephones, data, personal organizers, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on District business.

Employees may use hands-free mobile devices while driving when safe to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in an unfamiliar area. Employees must adhere to all federal, State, and local rules and regulations regarding the use of mobile devices while driving. Under no circumstances are employees allowed to use text devices, telephones, or other similar devices to type, send or review text messages or e-mail communications for work or for personal purposes while operating a motor vehicle during work hours or on District business.

EMPLOYEE PROPERTY

An employee's personal property, including but not limited to, packages and purses, may be inspected upon reasonable suspicion of unauthorized possession of District property.

DISTRICT PROPERTY, SECURITY, PRIVACY AND SEARCHES

Purpose of the Guideline

The District believes that maintaining a workplace that is free of drugs, alcohol/marijuana, and other harmful materials is vital to the health and safety of its employees and to the success of the District's business. The District also intends to protect against the unauthorized (use and) removal of District property. In addition, the District intends to always assure its access to District premises and District property, equipment, information, records, documents, and files. Accordingly, the District has established this Guideline concerning inspections and searches on District premises. This Guideline applies to all employees of the District.

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and District vehicles are District property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. The District reserves the right, always, and without prior notice, to open, inspect and search any and all District property, as well as the contents, effects, or articles that are on District property, for the purpose of determining whether this policy or any other District policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with State and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

The District's computer systems and other technical resources, including any voice mail or E-mail systems, are provided for use in the pursuit of District business and are to be reviewed, monitored, and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and E-mail are readily available to numerous persons. If, during an individual's employment, an employee performs or transmits work on the District's computer systems or other technical resources, their work may be subject to the investigation, search, and review of others in accordance with this policy. In addition, any electronically stored information, and communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of the District.

Employees have no right of privacy as to any information or file maintained in or on District property or transmitted or stored through the District's computer systems, voice mail, e-mail, or other technical resources. For purposes of inspecting, investigating, or searching employee's computerized files or transmissions, voice mail, or E-mail, the District may override any applicable passwords or codes in accordance with the best interests of the District, its employees, or its clients, customers, or visitors. All bills and other documentation related to the

use of District equipment or property are the property of the District and may be reviewed and used for purposes that the District considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the District, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

PROPRIETARY, CONFIDENTIAL AND PERSONAL INFORMATION

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is always maintained.

Confidential and Personal Information

"Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates, or partners, regardless of the media or way it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; nonpublic intellectual property rights, including business plans and strategies; manufacturing techniques; formulae; processes; designs; drawings; discoveries; improvements; ideas; conceptions; test data; compilations of data; and developments, whether patentable and/or copyrightable.

"Personal Information" includes personally identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, billing information, health information, or other nonpublic information entrusted to the District. There are laws in the United States and other countries that protect certain types of personal information, and employees should not disclose personal information about other individuals to any third party without prior managerial approval.

Given the nature of the District's business, protecting Confidential and Personal Information is of vital concern to the District. This information is one of the District's most important assets. It enhances the District's opportunities for future growth, and indirectly adds to the job security of all employees.

Failure to take reasonable measures to protect the District's Confidential Information may jeopardize its status as a trade secret. While employed by the District, employees must not use or disclose any Confidential or Personal Information that they produced or obtained during employment with the District, except to the extent such use, or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential or Personal

Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential or Personal Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Handbook restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

Obligations Upon Termination

On termination of employment, whether voluntary or involuntary, all District documents, computer records and other tangible District property in the employee's possession or control must be returned to the District immediately.

Security

To avoid loss of District property, the District maintains and promulgates security procedures, which include maintaining control of entrances, exits, restricted areas, document control and recordkeeping. In addition, employees are expected to comply with the District's policies regarding the authorized and secure use of the District's computer technology, as described in this Handbook. Employees are expected to abide by all the District security procedures.

Avoiding loss or theft of Confidential or Personal Information is an important part of the employee's job. Accordingly, employees must observe good security practices. Employees are expected to keep Confidential Information secure from outside visitors and all other persons who do not have a legitimate reason to see or use such information. Employees are not to remove District property without authorization. The failure to adhere to District policies regarding Confidential and Personal Information will be considered grounds for dismissal.

Given the sensitivity of Confidential and Personal Information, employees may only dispose of such information by secure methods approved by the District. If an employee has any doubt or question about how to handle Confidential or Personal Information, the employee should consult with the District's General Manager.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state, and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment, and will not be enforced to interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

SECURITY

The security of facilities as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify the General Manager when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys are lost or misplaced. Do not leave valuable and/or personal articles in or around your workstation to avoid any possibility of theft.

HEALTH AND SAFETY

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be always safety conscious. In compliance with California law, and to promote the concept of a safe workplace, the District maintains a Comprehensive District Policy Manual which includes an OSHA compliant Employee Safety Manual and the District Injury and Illness Prevention Program. Each employee has been provided a written copy and each employee is expected to review such on a regular basis.

In compliance with Proposition 65, the District will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity and the District maintains copies of all Material Safety Data Sheets for products used by the District.

SAFETY INCENTIVE PROGRAM

The District Safety Incentive Program, in compliance with OSHA mandate, is focused on both short and long-term goals of reducing accidents and decreasing resultant lost time. The short-term monthly program consists of once a month, stubs with the names of each employee will be placed into a drawing. The General Manager or designee will draw one name prior to the all-hands monthly safety meeting currently scheduled on the third week of each month.

SMOKING POLICY

Smoking is not allowed in any District buildings at any time. Smoking is not allowed in customer areas, public areas, restrooms, or in District vehicles. Please be especially attentive to the sensitivities of customers or fellow employees who may object to smoking. Employees wishing to smoke must go outside District buildings during lunch and rest break periods to do so.

HOUSEKEEPING

All employees are expected to keep their desks and associated work areas clean and organized. Common areas such as lunchrooms, coffee stations and restrooms should be kept clean by those using them. District owned service items, i.e., cups, glasses, etc., are for the exclusive use of customers and employees. Please clean up after meals. Dispose of trash properly.

SOLICITATION AND DISTRIBUTION OF LITERATURE

To ensure efficient operation of the District's business and to prevent annoyance to employees it is necessary to control solicitation and distribution of literature on District property. The District has established rules applicable to all employees governing solicitation and distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with the Controller immediately.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed. **Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on District property.**

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment, and will not be enforced to interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

BENEFITS

This section of the Handbook is designed to acquaint you with some of the significant features of the District's benefit programs. However, it is important to remember that more detailed information is set forth in the official plan documents and insurance policies that govern the plans. Accordingly, if there is any real or apparent conflict between the brief summaries contained in this Handbook and the terms, conditions or limitations of the official plan documents, the provisions of the official plan documents will control. Employees who wish to inspect those documents can make an appointment with the Administrative Assistant for that purpose.

Medical Insurance

The District currently provides the following insurance coverage(s) to all Exempt and Non-Exempt Regular Full-Time employees, spouses, and dependent children; part-time, temporary, and outside contractual employees are not eligible. The District is not legally required to provide the following insurance coverages and reserves the right to change insurance providers and coverage or to discontinue such coverage, as deemed appropriate. Should State or Federal laws be passed requiring medical insurance coverage of a particular kind, the District will comply with such laws. All employees may be required to contribute to the cost of such insurance. You will be provided with a summary showing the specifics of this insurance coverage. If you have any questions, please see the General Manager.

1. **Health Insurance** – The District will pay the premium cost for each eligible employee, their spouse, and dependent children to participate in the District's health insurance plan.

For an employee who is eligible for and elects Medicare Part B insurance, and who does not elect District-paid health insurance, the District will reimburse the

Medicare Part B insurance premium, not to exceed the cost of the District-paid employee-only health premium cost. Reimbursement will be made monthly and in arrears, subject to confirmation from the Medicare.gov website that the premium has been paid by the affected employee(s). Confirmation shall reflect an employee identifier.

2. Dental Insurance – The District will pay the premium cost for each eligible employee, their spouse, and dependent children to participate in the District's dental insurance plan.
3. Vision Care Insurance – The District will pay the premium cost for each eligible employee, their spouse, and dependent children to participate in the District's vision care plan.
4. Life Insurance – The District will pay the premium for each eligible employee to participate in the District's life insurance plan.
5. Employee Assistance Programs – Such programs may or may not be covered by the employee-selected health care provider and any additional wellness and/or health reimbursement employee-funded programs may be offered from time-to-time utilizing payroll deduction benefits.

Subject to the District's right to change insurance providers and coverage and/or to discontinue coverage's, there shall be full maintenance of benefits for employees hired before July 1, 2005. For employees hired on or after July 1, 2005, the value of the District authorized Kaiser Plan shall be offered; such employees desiring additional coverage or enhanced plans must select their desired coverage annually and fund the difference through payroll deduction.

Continuation of Benefits

Continuation of benefits shall be governed by the California Continuation of Benefits Replacement Act of 1997 (Cal-COBRA) – Reference ACWA's Cal-COBRA package.

State Disability Insurance

As allowed by law, employees shall pay into the State Disability Insurance (SDI) fund through deductions on their paychecks. SDI may provide you with income in the event you are unable to work because of an off-the-job injury or if you need to care for a dependent or seriously ill family member (parent, child, spouse, or domestic partner or in the case of a birth, adoption, or foster care). This program is administered by the State of California. Specific information concerning the rules and regulations governing SDI is available from the General Manager.

Workers' Compensation/Disability Insurance

This insurance may provide you with certain benefits in the event you are unable to work because of an occupational injury or illness. While this insurance is provided at no cost to you, the cost to the District on an annual basis is quite high. We cooperate in investigating all claims inasmuch as any person who makes or causes to be made any knowingly false or fraudulent

material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. If you suffer an injury on the job, you must report it immediately to your supervisor or the General Manager. You could lose valuable rights if you fail to immediately report an injury. If you suffer an on-the-job injury, the General Manager will provide you with the specific information you will need.

Unemployment Compensation Insurance

This insurance may provide you with certain benefits, including income, if your employment with the District is terminated. In general, such benefits are available if your employment is involuntarily terminated for reasons other than willful misconduct on your part. The District contributes thousands of dollars each year to the California Unemployment Insurance Fund on behalf of its employees. This program is administered by the State of California. In the event your employment is terminated you will be provided at that time with specific information concerning this insurance.

Social Security

Social Security is an important part of every employee's retirement benefit and may also provide certain benefits if you become disabled and unable to work. The District pays a matching contribution to each employee's Social Security taxes.

SICK LEAVE

Sick leave is a benefit provided by the District to provide a cushion for incapacitation due to illness. The District shall provide paid sick days for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member as well as for an employee who is a victim of domestic violence, sexual assault, or stalking as defined in the California Healthy Workplaces, Healthy Families Act of 2014, amended effective 1/1/2024 (The Act). Sick leave may also be used for bereavement leave, reproductive loss leave, and other leaves where sick leave is permissible by federal, state, or local law. For the purpose of the sick leave policy, covered family members are a child, parent, spouse, a registered domestic partner, grandparent, grandchild, sibling, or designated person (this is someone else with a blood or family-like relationship with the employee that must be identified by the employee at the time of the leave request; limited to one designated person per 12-month period. ***Sick leave is not to be used for "personal" absences.*** Abuse or misuse of your sick leave privilege will not be tolerated by the District.

An employee who works for 30 or more days within a year from the beginning of employment is entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment.

All employees, following their 90th day of employment, are allowed to use paid sick leave that is accrued or credited pursuant to The Act. After three (3) days of continuous leave, a statement from a licensed physician or practitioner may be required (i.e., absence because of illness or family emergency) unless protected by federal, state, or local law. If the District has

reason to believe sick leave has been misused, the District may request for documentation before sick leave is paid out.

The amount of paid sick leave an employee may use for each 12-month period is 40 hours or five (5) days, whichever is greater. The maximum accrual for sick leave is 96 hours for each full year thereafter. No sick leave will accrue while an employee is on an unpaid leave of absence.

Unused paid sick leave may be accumulated. With Management approval, employees may donate sick leave to help other employees in need, in case of hardship or emergency. If any employee needs time to attend to an illness of a child, parent, spouse or domestic partner of the employee, the District will allow said employee to use accrued and available sick leave in accordance with the provisions of The Act.

LEAVES OF ABSENCE

The District may grant leaves of absence to employees in certain circumstances; however, the District's operational requirements may result in a denial of such a request. It is important to request any leave in writing as far in advance as possible, to keep in touch with the General Manager during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the General Manager, it will be assumed that you do not plan to return and that you have terminated your employment.

A leave of absence is a break in service and will result in a change in any benefits which are based on continuous employment. Employees approved for a Leave of Absence are required to turn in all District keys, uniforms, and any other District equipment or property assigned to them or in their possession prior to beginning their leave. This "break in service" requirement may also impact the accrual of vacation and the availability of sick leave and the payment for unused minor sick leave.

The District does not continue to pay premiums for health insurance coverage for employees on leaves of absence, subject to the conditions stated below in cases of pregnancy or bone marrow/organ leaves of absence, beyond the month in which the leave commences. However, it may be possible for you to continue your insurance coverage during a leave of absence if you pay the premiums. The General Manager can give you additional information on this subject.

Medical Leave of Absence for Non-Occupational Disabilities (Non-Pregnancy)

An employee who has completed their Introductory Period and who is temporarily disabled and unable to work due to a non-pregnancy related medical condition, may, upon request, be granted a leave of absence without pay for the period of his or her disability, provided such period shall not exceed four (4) months in a rolling 12-month period. Requests for leave should be made in writing as far in advance as possible. The term medical condition as used herein encompasses all temporary medical disabilities, but excluding, pregnancy, childbirth, and related medical conditions.

An employee who is granted a Medical Leave of Absence must utilize any accrued sick leave benefits and/or earned vacation benefits during the period of his/her leave. Any portion of the leave that occurs after all sick and vacation benefits have been exhausted shall be without pay.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you can return to work, or after a total of four months, whichever occurs first. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

Each employee who has taken temporary disability leave under this section must keep the District advised of the disability status and must contact the District General Manager at least two weeks prior to the expiration of the scheduled leave to discuss the employee's return to work. An employee desiring to return to work from temporary disability leave shall be reinstated in accordance with applicable law and shall be given his or her former position when staffing requirements permit. The District cannot, however, guarantee that the employee's former position, or any other position, will be available upon the expiration of the scheduled leave.

Each employee who has taken a temporary disability leave must be released by a doctor to return to work. The release must be in writing and submitted to the General Manager on or before the employee's return from temporary disability leave. Depending upon the injury or circumstances surrounding any disability, the District may require an independent physical and/or psychological evaluation by a licensed medical practitioner of the District's choice prior to considering a return to full duty.

Medical Leave of Absence for Occupational Disabilities

The District will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the District will try to reasonably accommodate such employees with modified work.

Employees must report all accidents, injuries, and illnesses no matter how small to their immediate supervisor. In addition, employees must provide the District with a certification from a health-care provider.

Workers' compensation disability leaves are without pay. However, employees may utilize earned vacation time and any other paid time off during the leave. All such payments will be coordinated with any State disability workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you can return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

Upon the submission of a medical certification that an employee can return to work, the employee will be reinstated in accordance with applicable law. If an employee is disabled due to an industrial injury, the District will attempt to accommodate the employee. Depending upon the

injury or circumstances surrounding any disability, the District may require an independent physical and/or psychological evaluation by a licensed medical practitioner of the District's choice prior to considering a return to full duty.

Pregnancy-Related Disability Leave

The District provides each female employee a leave of absence of up to six weeks on account of a normal pregnancy, or up to four months whenever she becomes disabled by pregnancy, childbirth, or related medical conditions, in accordance with Government Code Section 12945. A woman is disabled by pregnancy, childbirth, or related medical conditions if, in the opinion of her health care provider, she is unable to work at all or is unable to perform any one or more of the essential functions of her job or to perform those functions without undue risk to herself, the successful completion of her pregnancy, or to other persons. A woman is also "disabled by pregnancy" if she is suffering from severe "morning sickness" or needs to take time off for prenatal care. Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy related disability leave for the period of actual disability of up to four months. Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically advisable (in increments of no less than one (1) hour).

The pregnancy-related disability leave does not need to be taken in one continuous period but can be taken on an as needed basis. As an alternative, the District may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated. Any employee with appropriate doctor certification may request accommodations due to conditions related to pregnancy, childbirth, or related medical conditions. The District will provide such accommodations unless the requested accommodations would constitute an undue hardship. Any requests for accommodations should be directed to the General Manager.

Whenever possible, an employee should submit a written request for pregnancy disability leave or pregnancy disability transfer to the General Manager as soon as she is aware of the need for such leave or transfer. If the leave or transfer is foreseeable, the employee must provide 30 calendar days advance notice to the District of the need for pregnancy disability leave or transfer. If it is not practicable for the employee to give 30 calendar days advance notice of the need for leave or transfer, the employee must notify the District as soon as practicable after she learns of the need for the pregnancy disability leave or transfer.

An employee who is on leave of absence for a period more than two months must notify the employer by the end of each month thereafter both of the status of the disability and her continued intent to return to work with the employer once she recovers from the disability.

Any request for a pregnancy disability leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to disability, the employee is unable to

work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons. In the case of a pregnancy disability transfer, the medical certification shall provide the following information: (a) the date on which the need to transfer became medically advisable; (b) the probable duration of the period or periods of the need for transfer; and (c) an explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable. Upon expiration of the time for the leave or transfer estimated by the health-care provider, the District may require the employee to provide another medical certification if additional time is requested for leave or transfer.

An employee on pregnancy leave may use accrued vacation or sick leave; the leave is otherwise not a paid leave. However, the leave (or some portion of it) may qualify for State disability. During pregnancy leave, the employee cannot be denied accumulated seniority or other employee benefits as allowed by the employment policy for all other temporary disabilities.

Unless the District and the employee have already agreed upon the employee's return date, an employee who has taken a pregnancy disability leave or transfer must notify the General Manager at least two business days before her scheduled return to work or, as applicable, transfer back to her former position. An employee who timely returns to work at the expiration of her pregnancy disability leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law. Each employee who has taken a pregnancy disability leave or transfer must be released by her doctor to return to work. The release should be in writing and submitted to the General Manager on or before the employee's return or in a pregnancy disability leave for transfer.

Pursuant to SB 299, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the duration of the leave, up to a maximum of four months in a twelve-month period. However, the employer can recover the premium if:

1. The employee does not return from leave after four months; and
2. The failure to return is for a reason other than:
 - a. Taking a California Family Rights Act leave; or
 - b. Continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave.

California Family Rights Act Leave (CFRA)

To the extent provided by law, employees may be eligible for up to twelve work weeks in a twelve-month period of unpaid leave to bond with a newborn, an adopted or foster child, or to care for a parent, registered domestic partner, spouse, grandparent, grandchild, sibling, parent-in-law or child of any age with a serious health condition. CFRA leave may also be taken for the employee's own serious health condition or because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. CFRA leave taken for the birth or adoption of a child must be completed within one year of the event.

Effective January 1, 2023, employee can take CFRA leave to care for a "designated person." A "designated person" is defined as any individual related by blood or whose association

with the employee is the equivalent of a family relationship. An employee must identify the designated person at the time the employee requests for leave. An employee is limited to one designated person per 12-month period.

To be eligible for the leave, an employee must have more than twelve months of service with the District and have worked at least 1,250 hours in the twelve-month period before the leave begins. Full-time employees may take leave of up to twelve work weeks in a twelve-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time.

The District requires a 30-day advance notice of the need for a CFRA leave; unless the notice is not possible due to the unexpected nature of the qualifying event. Notice can be written or verbal and should include the timing and anticipated duration of the leave.

The District is not required to pay the employee during a CFRA leave. Employees may choose to use accrued vacation time or other accumulated paid leave time other than sick time. If the CFRA leave is for the employee's own serious health condition, the use of sick leave is permitted. Employees on CFRA leave may also be eligible for six weeks of paid leave under the Family Temporary Disability Insurance program, administered by the California Employment Development Department.

Employees who choose not to use accrued vacation and comp-time balances while on an approved CFRA leave will not accrue vacation and sick leave benefits during the pay period(s) for which no hours paid were reported. Employees who choose to use accrued vacation and comp-time balances, while on an approved CFRA leave for reasons other than their own serious health condition, will continue to accrue vacation and sick leave balances on a prorated scale based on the number of vacation or comp-time hours reported during the pay period.

Health insurance benefits provided by the employer, and for which the employee is otherwise eligible, will be continued at the employer's expense for the remainder of the approved CFRA leave.

The District requires you to provide certification. You will have 15 calendar days from the District's request for certification to provide to the District unless it is not practical to do so. The District may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The District may also grant additional requests for leave lasting less than two weeks at

its discretion. If both parents work for the District, each parent is entitled to 12 weeks of leave for bonding with a child. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

Employees requested CFRA leave must complete and sign the CFRA leave request form.

Paid Family Leave

To the extent provided by law, employees may be eligible for up to eight weeks of compensation benefits paid through the Employment Development Department's Paid Family Leave program when the employee is off work due to the injury or illness of certain family members. The applicable program does not protect an employee's position nor guarantee that the employee will be returned to work. PFL is not a leave entitlement. It is limited to a state-mandated wage replacement benefit.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued at the employer's expense for the remainder of the month in which the employee commences the benefits. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the period of disability, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the General Manager arrangements to pay for the employee's cost of such coverage before the leave commences.

Employees should contact the General Manager for more information. However, employees should understand that all decisions regarding eligibility for family temporary disability benefits are made and administered by the Employment Development Department (EDD). Employees must contact the EDD to apply for the benefits.

Bone Marrow or Organ Donor Leave

Employees who have been employed by the District for at least 90 consecutive days are eligible for paid leave of up to five (5) days each year to serve as a bone marrow donor, or paid leave of up to thirty (30) days each year to serve as an organ donor. You must apply up to ten (10) days of accrued vacation or sick time to the leave and you may use additional accrued paid leave upon request. If you require additional leave for donor purposes, you may apply available unpaid leave time as needed.

To be eligible for this leave you must have been employed by the District for at least 90 consecutive days prior to the start of the requested leave and you must provide medical certification of your need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue, and we will pay our usual share of insurance premiums during the leave. Depending upon the circumstances of the leave, the Family Medical Leave Act may apply to the employee's request for donor leave.

Personal Leave

Any employee who has completed his or her Introductory Period may request an unpaid leave of absence for personal reasons, not to exceed 90 days in duration. If, after the expiration of the 90 days, the employee requests an extension or additional leave of absence under this section, such request for additional leave of absence shall be considered by the Board of Directors for approval or rejection. Requests for personal leave are to be submitted in writing to the General Manager for approval. An employee timely returning from an approved personal leave of absence will be reinstated to their former position, or a comparable position, whenever possible and consistent with applicable law.

School Visitation Leave of Absence

As required by State law, an employee who is the parent or guardian of a child in preschool through grade 12 may take up to 40 hours of unpaid leave, each school year, to attend school activities of his or her child. This type of leave is limited to eight hours, per month, during the school year.

An employee who desires a school visitation leave of absence must notify the General Manager, in writing, of the desire for such a leave as soon as possible, and must obtain permission from the General Manager, in writing, before utilizing the requested leave.

An employee wishing school visitation leave may utilize any earned time off excluding sick leave. If earned time off, excluding sick leave, is not available, the employee may take time off without pay. Employees shall also note that the District may require written documentation as proof the employee did attend a school activity. Employees not returning from any leave in a timely manner shall be deemed to have voluntarily resigned.

Military Leave of Absence

The District will grant employees a military leave of absence to the extent required by applicable federal and State law.

Should an employee terminate their employment with the District for the purpose of joining any branch of the Armed Forces or the National Guard, every effort will be made to reinstate those employees to their former positions, or to positions of like seniority, status, responsibility and pay upon completion of their service. All benefits and compensations allowed in the then current Employment Policy shall be reinstated. To qualify for this benefit, the discharged veterans must apply for their respective positions within ninety (90) days after discharge, training, or service or after any hospitalization following their discharge.

Bereavement

Paid time off, up to five days, will be granted in the event of a death in an employee's immediate family (spouse, son, daughter, brother, sister, parent, grandparent, grandchild including spouses' immediate family, or other relatives living in the employee's residence).

Effective January 1, 2023, bereavement leave will:

- Include domestic partner and parent-in-law as covered family members;
- Require employees to take and complete bereavement leave within three months of the death of the family member and does not need to be taken consecutively; and
- The District may require documentation of the death of the family member within 30 days of the first day taken for bereavement leave.

Reproductive Loss Leave

An employee who has worked for the District for at least 30 days will be provided up to five (5) days of leave for a “reproductive loss event.” A “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The leave does not have to be taken consecutively, but the leave must be completed within three (3) months of the qualifying event unless the leave falls under another federal, state, or local leave entitlement.

The time off is unpaid. Employees may use their unused and accrued paid time off to cover such leave.

An employee will be provided no more than 20 days within a 12-month period if the employee experiences more than one reproductive loss event within a 12-month period.

Jury Duty

The District encourages employees to serve on jury selection or jury duty when called. While a regular full-time employee is responding to a summons or serving on jury duty, the employee will receive normal pay for up to five days. Contract, temporary, probationary, or regular part-time employees are not eligible for paid jury duty. A proof of summons is required. Employees will be required to submit a timecard for Jury service. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule. Any mileage allowance, fee, etc., paid by the court for jury services shall be retained by the employee.

Witness

Regular full-time employees, who are required by law to appear in court as a witness on a matter that is not District-related, provided they are not the plaintiff or defendant, shall be granted unpaid time off work for such purpose. It is requested that the employee provide the employer with as much advance notice as possible.

Voting

Paid time to vote will be given in accordance with state law, not to exceed two hours, if the employee is scheduled to work during entire time that the polls are open. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. When possible, please give your supervisor at least two days' notice that you need time off to vote.

School Conferences Involving Suspension

If it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension; the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made.

Pursuant to California Labor Code Section 230.7, no discriminatory action will be taken against you for taking time off for this purpose.

Misrepresenting reasons for applying for any type of leave of absence described above may result in disciplinary action, possibly including termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee will be considered to have voluntarily resigned.

Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel

Nonexempt employees will be granted time off to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

Leave Related to Crime or Abuse Victims'

The District will provide time off to an employee who has been the victim of crime of abuse including domestic violence, sexual assault, or stalking; a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as a result of a crime to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for leave such as a police report, court order, documentation from a health care provider, victims advocate, or counselor.

Crime Victims' Leave

The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of the victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

EMPLOYEE EDUCATION AND LICENSING

The District, upon prior approval of the General Manager, may authorize payment for courses, seminars, and educational workshops pertaining to current job classifications and assignments for full time employees. The cost will include textbooks, registration fees, transportation, and lodging. The employee is required to provide proof of satisfactory completion or reimbursement of all costs will be required.

Certain employees are required to maintain current California licenses and certificates for water distribution and treatment. It is the responsibility of such employee to monitor and fulfill the hours of continuing education credits required to maintain current licenses. The District will reimburse to employee's fees and costs for maintaining current California license and certificates required for water distribution and treatment. Costs associated with obtaining additional licenses or certificates will only be paid if the District requests an employee to seek such additional training or licenses.

The District does require that all office and field personnel have the appropriate California Vehicle License. Any personnel required to obtain special licenses (e.g., heavy equipment operator) will be reimbursed by the District.

MILEAGE AND TRAVEL

Mileage and travel allowance for employees shall be subject to prior approval of the General Manager of the District.

An employee directed to utilize his/her personal vehicle for authorized District business, shall be entitled to reimbursement at the current mileage allowance per Internal Revenue Service (IRS) mileage allowance which is subject to change annually. All claims must be accompanied by an accounting of eligible miles traveled as registered by beginning and ending odometer readings. The use of District vehicles is preferred over personal vehicles, whenever possible, and all affected employees must supply the District adequate proof of insurance prior to utilizing their private vehicle for District business. An employee shall be entitled to reimbursement for costs of traveling connected with authorized District business when substantiated by receipts. These costs include lodging, meals, registration fees, parking fees, bridge and highway tolls, and air and ground transportation. These receipts must be actual itemized receipts from the services/establishments, not a summary of expenditures on a credit card statement. Travel advances for employees must be

approved by the General Manager. All travel expense reports must be accompanied by a copy of the itinerary or schedule provided by the organization sponsoring the conference. This itinerary must show conference fees and any meals included in these fees.

Expenses for mileage shall be reimbursed at the current mileage reimbursement rate as established by the IRS which is subject to change annually. Lodging, meals, and other incidental expenses shall be reimbursed at actual cost, subject to approval by the General Manager. Tips are included in the meal allowance, not as a separate expense. Any meals included in a conference fee will not be reimbursed even if a meal expense is submitted in lieu of the conference provided meal. Employees are encouraged to exercise reasonable judgment when incurring meal expenses while traveling on District business.

Employees must submit completed expense reports to the General Manager for review and approval no later than thirty (30) days after completion of travel to be reimbursed. Completed expense reports shall be accompanied by actual itemized receipts for the services and/or establishments and a copy of the itinerary or schedule from the organization sponsoring the event. Any employee expense not properly substantiated or submitted within the prescribed time may not be reimbursed. Employees who receive travel advances will be required to reimburse the District within sixty (60) days after completion of travel for all advance payments received which have not been documented and approved by General Manager or the Board of Directors, respectively.

Expenses for personal items, alcohol/marijuana, spouses/guests, and other expenses not expressly covered under "Mileage and Travel" are not eligible for expense reimbursement.

Travel Expense Reports

District forms for travel reimbursement will be provided upon request and must be fully completed and all documents approved by the General Manager prior to processing. All necessary receipts, including documented mileage, must accompany the request.

USE OF DISTRICT VEHICLES

Employees of the District will use a District Vehicle while on duty. Certain employees, because of the unusual demands of their positions, shall be authorized to utilize a District vehicle for transportation between their respective homes and their respective job sites. Employees so authorized are the General Manager, Operations Superintendent, standby employees, and others as deemed appropriate by the General Manager. District vehicles may not be used for personal or family business unless approved in advance by the Board or General Manager in writing.

EMPLOYER PULL NOTICE PROGRAM

Employees of the District that may be required to use a District Vehicle while on duty are required to authorize the release of driver record information from the Department of Motor Vehicles. This pull notice program provides current information relating to your California Driver

License and assures the District that your license is current and valid, thus protecting the District's assets.

RETIREMENT

As of January 19, 2008, the District enhanced the employee retirement system by contracting with The California Public Employees Retirement System (CalPERS), increasing the previous 8% base salary defined compensation plan to a much improved 2% @ 60 formula defined benefit plan. Employees were allowed to retain the proceeds from their prior District funded retirement plan and the District provided a one-time purchase of 50% of prior District service for existing employees into the new plan. Ongoing classic employee contributions to the PERS retirement system are included with the District contributions.

In accordance with The California Pension Reform Act of 2013 (PEPRA), new employees hired on or after January 1, 2013, and classic employees with more than a six-month break in service, are covered with a reduced 2% @ 62 defined benefit formula and are required to pay their employee contribution directly via payroll deduction.

Sick Leave

As provided for in the District's contract with CalPERS, when employment ends, all sick leave accrued but unused shall be converted to CalPERS service credit. The accrued sick leave balance will be divided by 8 (representing 8 hours) and rounded up or down to the nearest 8-hour day increment. For example, 9.6 days will be rounded up to 10 days, and 9.4 days will be rounded down to 9 days.

There is no maximum on the accrued unused sick leave hours that will be converted to CalPERS service credit.

DEATH OF AN EMPLOYEE

Death of a District employee will result in the cessation of any and all benefits being paid to the employee. The only exception will be the payment of any earned but unpaid wages, accumulated but unpaid "comp time" and earned but unpaid vacation days to the employee's beneficiary.

A beneficiary form is to be completed by each employee and kept in their personnel file.

BENEFICIARY STATEMENT

Employee Name: _____ hereby requests that in the event of my death, all compensation for my accumulated vacation days, earned wages, and “comp-time” be paid to the following beneficiary(s):

Beneficiary	Mailing Address
Primary:	
Secondary:	
Additional:	

EMPLOYEE SIGNATURE

DATE

ACKNOWLEDGEMENT OF RECEIPT

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS
PORTION TO THE DISTRICT MANAGER.

Employee Name: _____

Please Print

I acknowledge that I have read a copy of the District's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the District.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, expressed or implied. I also understand that the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's guidelines or procedures, I should consult the District's General Manager.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the Board of Directors, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employment for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the Management Committee. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that recites, that no one has made any promises or commitments to be contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgment of Receipt.

Date: _____

Signed: _____

***CONFIRMATION OF THE POLICY AGAINST HARASSMENT AND EQUAL
EMPLOYMENT OPPORTUNITY COMMITMENT POLICY***

I have received my copy of the District's Policy Against Harassment and Equal Employment Opportunity Commitment policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the District is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____

Employee's Printed Name _____

Date _____